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# Membership Agreement




The right to access and use the Site content is provided by Depositphotos once the User accepts all provisions, rules and conditions of the Membership Agreement and Terms of Use. If, for whatever reason the User disagrees with these provisions and does not accept the terms of the Agreement, he/she may not enter the Site and use its resources. In case any contradiction between the details of this Membership Agreement and the Terms of Use, the details given within this Membership Agreement shall be dominant and valid.

Depositphotos reserves the right to make changes, additions, corrections and editions to the Membership Agreement in separate parts or in whole at any time. Such changes are legitimate and effective from the moment of their publication. If the User keeps on working with the Site after such changes have taken place, the User acknowledges his/her consent with them. If at any time the User can no longer conform to the rules and terms given below, he/she should immediately stop using the Site and its files.

## 1. WORKING WITH SITE FILES

The Site is a resource that can contain or directly contains files, information, software, illustrations, photographs and similar files being the subject matter of copyright, a trademark or service mark, or that fall within the scope of other identical or related rights of Depositphotos, its subdivisions and affiliates or any other third parties including other Users of the Site.

The User has no right to pass, sell, publish, move, reproduce, or develop modified or redone works or use the Site content in any similar way, in part or in whole. Exclusion applies to cases when such per  and definitely stated in this Membership Agreement or any other agreement that comes into effect from the moment when usage of the Site starts (for example, the Standard License Agreement).

Files presented at the Site are provided by members of Depositphotos under Exclusive and Non-Exclusive Supply Agreements. (For the terms of such

supplies see corresponding parts of the Standard and Extended License Agreements.) According to the terms of the Supply Agreements, the User has the opportunity and right to upload or place at the Site by any other means any files that are entirely his/her property. The User has the opportunity and right to download files solely in accordance with the conditions stated in the Standard License Agreement and this Membership Agreement.

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## 2. ACCESS PASSWORDS

The User confirms his/her consent that the process of user identification is performed with the purpose of granting him/her access to his/her user profiles and operations governing access to Site content. The username (login) and password chosen by the User are confidential information. The User realizes the necessity of non-disclosure of this information and promises to keep in secret and not uncover, pass, or offer personal access data to a third party without clear written permission from Depositphotos.

The User confirms his/her consent that he/she, as an owner of the access login and password, bears responsibility for each access to the Site content using the chosen login and password. Also, the User is informed and agrees that Depositphotos automatically accepts and recognizes his/her login and password as evidence and clear proof of the fact that it was the User who gained access to the Site content. The User realizes that the login and password are unique symbols, even though Depositphotos does not impose specific requirements as to their contents and quality.

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## 3. SITE BEHAVIOR RULES

The User confirms that he/she does not intend to use files of the Site for unlawful or otherwise disapproved purposes. Thus, the User agrees to avoid using any files obtained from the Site in an inappropriate manner including, but not limited to:

- Abusing, threatening, hunting down, or violating the data protection rights of third persons or other users of the Site;
- Placing, uploading, publishing, showing, or distributing files of a scandalous or detractive nature, including ribald, indecent, coarse or unlawful pictures and other files;
- Passing, resending, uploading or in any other way distributing, cooperating or taking part in the distribution of files or parts of program code that include, contain or consist of parts of software or other files under the protection of intellectual property or copyright laws and any affiliated protections (including the right of confidentiality), excluding cases where the User owns or controls such rights or has necessary permissions;
- Passing, resending, uploading or in any other way distributing, cooperating or taking part in the distribution of files or parts of program code containing

harmful software (such as viruses) that may result in the disruption or total failure of the correct operation of software or hardware in other computers;

- Deleting, clearing, cutting or in any other way concealing any author attributions, labels, identifications, or legal notices in any files uploaded or downloaded by the User;
- Falsifying or imitating data concerning an original source of any files offered at the Site;
- Advertising or selling goods or services of any kind, and also placing at the Site any information without any relation to the specialization of Site resources (such as surveys, advertisements, or spammer mailings);
- Downloading or saving any files or programs at the Site if the User knows that they are unlawful, cannot or should not be legally distributed;
- Using any Site options including but not limited to mailing to other members of the Site for advertising purposes, to distribute referral links, promote files, goods, services or activities, whether or not connected to the Site;
- Using any kind of information received from the Site or with the help of the Site for creation of software, resources or programs being in direct or indirect competition to Depositphotos activities.

The User agrees that communication within the Blogs is open and public. Further, the User agrees that communication between visitors or between visitors and third parties, as well as files and content presented at the Site are not officially approved by Depositphotos, and no files or information placed at the Site permanently or temporarily shall be regarded as analyzed, viewed or approved by Depositphotos. As stated below, Depositphotos has the right and authority to remove any files at any time without notification to authors, license-holders or owners of the files.

The User agrees to refrain from using the Site in such a way that could result in its damage, operational trouble, or other negative outcome for other Site users. Also, the User agrees not to interfere with or access without authorization other Depositphotos user records. The User agrees to access Site files in accordance with Site rules and procedures.

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## 4. SITE MANAGEMENT

Depositphotos does not control all uploads and information exchanges performed throughout the Site and is not responsible for such exchange and communication. Nevertheless, Depositphotos has the right to move, delete, refuse to publish, or edit any text message or files which Depositphotos may regard as violating or presumably violating this Agreement, the rights for private or intellectual property, or similar rights of third parties. The Contributor agrees to the expropriation of any commissions paid for the respective files.

Depositphotos has the right but not the obligation to correct mistakes in the files at its own convenience.

Depositphotos respects intellectual property of third parties and asks its users to behave the same way. If the User has grounds to believe that his/her work has been copied in violation of copyright, or his/her other intellectual property rights have been violated directly or indirectly, the User should provide Depositphotos with a claim or notice of such infringement in accordance with the form given within the Terms of Use.

By accepting this Agreement, the User acknowledges his/her consent to receive an electronic newsletter and notifications from Depositphotos. The User can always access his/her Private Profile to change whether to enable or disable notifications.

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## 5. CONFIDENTIAL INFORMATION

In accordance with the purposes of the present Agreement, the term «Confidential Information» should be read as any documents, software, data, information or files related to the process of Depositphotos management, its enterprise, staff, members, affiliates, licensees and licensors, or such that is clearly defined as confidential, including but not limited to: design, business processes, business model, prices, development models and strategies, investigations, know-how, training developments, trade secrets, personnel, methodologies, clients, Site content belonging to others, and other intellectual property.

The User realizes that Confidential Information is such and cannot be disclosed to third parties without clear written permission from Depositphotos and its licensors or used otherwise, except in cases established by law or directly specified within the present Agreement.

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## 6. INDEMNITY

The User agrees to pay and indemnify, protect and also take the side of Depositphotos (its management, employees, shareholders, partners, affiliates and so on) against any claims, responsibilities, losses and expenses (including lawyers' fees on a client basis and solicitor), incurred in the following cases:

- Purposeful or casual usage of the Site and/or its files made with the User login, regardless of whoever entered the authorization;
- Any correspondence made by the User or the downloading of any files made with the help of the User login;
- Any violation by the User of the terms and provisions of this Agreement.

Depositphotos reserves the right to assume the control and defense of any matter or require compensation or indemnification from the User at the expense of the User. In this case the User agrees to cooperate with Depositphotos' defense in case of such claim.

## 7. TERM, GROUNDS AND PRINCIPLES OF TERMINATION

This Membership Agreement is effective until the moment of its termination. For such purpose at any time the User should send a message using the Site's [Contact form](#) or by any other written form appropriate for him/her, which identifies the User and confirms the User's intention to notify Depositphotos regarding the desire to terminate the Agreement. Depositphotos reserves the right at its discretion to suspend, terminate or restrict the User's right to access to all or some content and resources of the Site at any time, for any reason and without proofs or prior notices.

Depositphotos has the ability and right to suspend, terminate or change any part of the Site or the Site in the whole, its functions, resources or databases without prior notification or additional liabilities.

Depositphotos also retains the right to suspend or fully terminate access of the User to the Site files in case of absence of activity from the User over an extended period of time, which may be interpreted as the User's inability to gain access to the Site files.

A Membership Agreement termination does not indicate automatic exemption of liability and obligation of reimbursement of debts to Depositphotos in accordance with the provisions of this Agreement or other liabilities of the User, namely: not to use the Site files or other content presented within its resources by ways other than those permitted with the terms and provisions of this Agreement that were valid by the moment of said use. This Agreement will be terminated without derogations or impairment to the rights of Depositphotos, limitations and defense of liabilities provided in accordance with the terms of this Agreement, which defense, limitations of liabilities and rights shall survive this Agreement's termination.

Upon termination of the User profile and his/her access to the Site files, the User confirms his/her consent to forfeit all credits remaining at his/her account.

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## 8. DISCLAIMER

The Site content and the Site itself are offered for review and use without any interference from the side of the Site holders (except pre-moderation), conditions and warranties of any kind, implied and direct. These warranties include conditions and warranties of merchantability. Depositphotos does not guarantee that the Site content and its operation will meet expectations and requirements of a user, nor that the process of its usage will be faultless or uninterrupted for any reason. Depositphotos does not warrant that the Site or its files available for downloading will not contain contamination (viruses) or destructive functions.

## 9. LIMITATION OF LIABILITY

The User confirms that he/she understands and accepts responsibility and assumes all risk resulting from use of the Site, without limitations.

Depositphotos, its employees, management, partners, shareholders, and agents are not responsible for failures of any kind or shutdown of the Site resulting in loss of business information, profit or other financial losses in connection with claims of any kind, losses, petitions, actions or other events arising out of this Membership Agreement, as well as out of its jurisdiction, including without limitations the Site navigation, use, access to any files or their parts, as well as any rights included even if Depositphotos was advised of the theoretical possibility of such damages, regardless of whether the event and failure happened because of infringement on intellectual or other property, was based on a breach of law, negligence, contract liabilities or other similar cases and situations, or not.

In any event, total aggregate liability of Depositphotos in connection with the use of the Site, in whole or in part, or its content in money equivalent shall not exceed five US dollars (\$5.00).

If effective laws and normal acts do not allow exclusion of liability and limitations to the full extent for indirect or casual damages, all above-stated limitations and exclusions shall not be applied to the User. In case of a situation falling under such jurisdiction, the liability of Depositphotos or any of its employees, directors, shareholders, partners, license holders or agents shall be limited to the maximum value permitted by the law.

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## 10. AGE AND RESPONSIBILITY

The User confirms and warrants that he/she has reached the age sufficient to have the rights necessary for usage of the Site and is bound by legal obligations sufficient for any liability that can appear as a result of usage of the Site files. The User agrees to bear full responsibility for all cases of the Site usage without distinction, as well as for use of his/her login and password by third parties including minors living with him/her.

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## 11. APPLICABLE LAW

The Site is operated, managed and controlled by Depositphotos, principally located in the state of Florida, USA. The Site is accessible for use in any country of the world. Since all regulatory systems of the countries have unique laws and subordinate acts that may differ from Florida laws, by entering the Site the User agrees that this Membership Agreement is governed by the laws of the Florida, USA. This Agreement is not judicable by the UN Convention on International Trade Contracts.

The User agrees to service and process of all necessary notifications directed to him/her at the postal address indicated by him/her during registration at the Site. The User agrees to refrain from:

- Any rights that he/she could have to the process or result of a trial by jury;
- Taking part or organizing any collective claim against Depositphotos in connection with the Site work, provisions of this Agreement or any agreements considered herein.

Any conflicts that arise in connection with this Agreement validity, including without limitations its interpretation, performance or application order, breach and implementation shall be submitted to arbitration in the state of Florida, USA. If any of the provisions of this Agreement fully or in part can not be realized at the territory of a certain country, and the parties are unable to come to an agreement, the matter should be settled by judicial process.

If Depositphotos is obligated to go to non-arbitration court for collection of any payable fees or enforcement of its rights, the User agrees to reimburse Depositphotos for all expenses, payments and fees in the event that Depositphotos is successful.

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## 12. GENERAL PROVISIONS

The User confirms that, in addition to the terms of this Agreement, he/she has familiarized himself/herself with the Terms of Use and other agreements that are referenced in this Agreement, and agrees with the restrictions which they impose.

Absence of a result of actions performed by Depositphotos for organization or control of accurate implementation of the provisions of this or affiliated agreements shall not and cannot be construed as waiver of any rights or provisions.

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## 13. CONTACT INFORMATION

For any questions in connection with the provisions of this document, please contact Depositphotos using the contact information below.

Contact information:

E-mail: [support@depositphotos.com](mailto:support@depositphotos.com).

Or use this link: [Contact Us](#).

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## 14. ACKNOWLEDGEMENT

IN ACCEPTING THIS AGREEMENT, THE USER ACKNOWLEDGES THAT THE

USER HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND HAD AN OPPORTUNITY TO SEEK INDEPENDENT LEGAL ADVICE PRIOR TO AGREEING TO IT. IN CONSIDERATION OF DEPOSITPHOTOS AGREEING TO PROVIDE THE CONTENT, THE USER AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. THE USER FURTHER AGREES THAT THIS IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE USER AND DEPOSITPHOTOS, WHICH SUPERSEDES ANY PROPOSAL OR PRIOR AGREEMENT, ORAL OR WRITTEN, AND ANY OTHER COMMUNICATION BETWEEN THE USER AND DEPOSITPHOTOS RELATING TO THE SUBJECT OF THIS AGREEMENT.

BY ACCEPTING THE TERMS OF THIS AGREEMENT, THE USER ALSO ACKNOWLEDGES THAT HE HAS READ AND UNDERSTOOD ALL OTHER RELATED AGREEMENTS LISTED BELOW, WHICH CAN BE FOUND ON THE WEBSITE, AND ACCEPTS ALL THE TERMS AND CONDITIONS OF SAID AGREEMENTS:

- [Terms of Use](#);
- [Privacy Policy](#);
- [DMCA Copyright Infringement Notice](#);
- [License Agreement](#);
- [Standard License Agreement](#);
- [Extended License Agreement](#);
- [Comparison of the License Capabilities](#);
- [Supply Agreement](#);
- [Referral Agreement](#);
- [Subscription Agreement](#);
- [API Program Agreement](#);
- [Cancellation Policy](#);
- [Model Release \(PDF\)](#);
- [Property Release \(PDF\)](#).


IN CASE THE USER DOES NOT AGREE WITH THE TERMS AND CONDITIONS OF ONE OR MORE OF THE ABOVE-MENTIONED DOCUMENTS, THE USER SHOULD CEASE USING THE WEBSITE OR ANY FEATURES OF THE WEBSITE GOVERNED BY THE TERMS AND CONDITIONS OF THE PRESENT AGREEMENT; BY USING THE WEBSITE AND ITS FEATURES, THE USER IMPLICITLY AGREES WITH ALL THE TERMS AND CONDITIONS OF THE AGREEMENT.


**Disclaimer:** The original, legally binding version of this document is written in English, and it is translated into other languages for the courtesy of our non-English-speaking users. If there are any discrepancies between the English version and a translated version, the English version supercedes the translated version.



## Depositphotos

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Careers  
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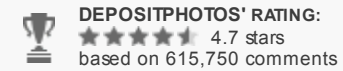
 Sell Mobile  
Photos

## Site Language

<b>English</b>	Česky
Deutsch	Svenska
Français	中文
Español	Türkçe
Русский	Español (Mexico)
Italiano	Ελληνικά
Português	Korean
Polski	Magyar
Nederlands	
日本語	

## Legal Information

**Membership Agreement**  
Standard & Extended License  
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Privacy Policy  
All Documents



Bird In Flight - The Photo Magazine

## Contact & Support

+1-954-990-0075

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